

UNCLASSIFIED

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

A1

CONTRACT (Proc. Inst. Ident.) NO.
S-LMAQM-03-D-00523. EFFECTIVE DATE
See Block 20C4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
N/A

ISSUED BY

CODE

U.S. Department of State
Office of Acquisition
O. Box 9115, Rosslyn Station
Arlington, VA 22219

6. ADMINISTERED BY (If other than Item 5)

CODE

RELEASED IN PART
B4

NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Northrop Grumman Information Technology
2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

8. DELIVERY



FOB ORIGIN



OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise
specified) TO THE ADDRESS
SHOWN IN:

ITEM

See section G

CODE

FACILITY CODE

SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

As stated in each Delivery Order

AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:



10 USC 2304(c) ()



41 USC 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA
As stated on each Delivery Order

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

See Schedule

15G. TOTAL AMOUNT OF CONTRACT

\$

16. TABLE OF CONTENTS

X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
<	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
<	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) a solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments listed herein.)

☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number S-LMAQM-03-R0007 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. * or as otherwise incorporated in the contract or proposal

A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

Colleen Kosar

B. NAME OF CONTRACTOR

18C. DATE SIGNED

15 SEP 03

20B. UNITED STATES OF AMERICA

BY Colleen M. Kosar
(Signature of Contracting Officer)

20C. DATE SIGNED

21 Aug 2003

V 7540-01-152-8069

26-107

PREVIOUS EDITION UNUSABLE

Form designed using PerForm Pro software.

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)UNITED STATES DEPARTMENT OF STATE
REVIEW AUTHORITY: MURRAY D ZINOMAN
DATE/CASE ID: 21 MAR 2007 200601981

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SCHEDULE

SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS

1. MINIMUM AND MAXIMUM CONTRACT AMOUNTS--INDEFINITE QUANTITY CONTRACT (05/95)

(a) Per FAR 52.216-22 "INDEFINITE QUANTITY," the minimum for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. If this contract contains options, the minimum for each option shall apply separately and independently to that option.

Base \$500,000.00

(b) The maximum for this indefinite quantity contract (including options) shall be any quantity or combination of supplies and services equal to \$50,000,000.00.

2. TYPE OF CONTRACT (05/95) (Deviation)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation. Task Orders will be issued using a Fixed-Price contract type, with travel and other items incurred on a non-recurring basis reimbursed at cost.

3. SCHEDULE

LABOR RATES-Base Year

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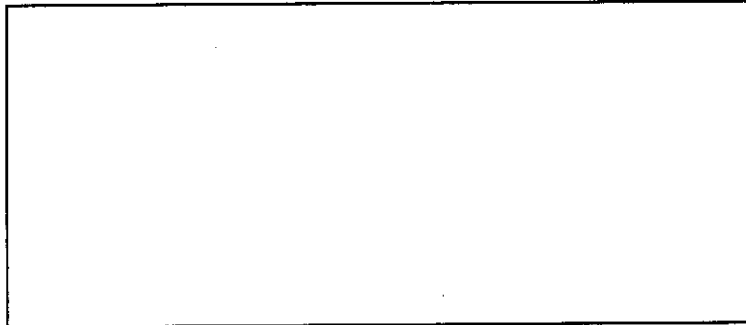
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SCHEDULE

LABOR RATES-Option 1

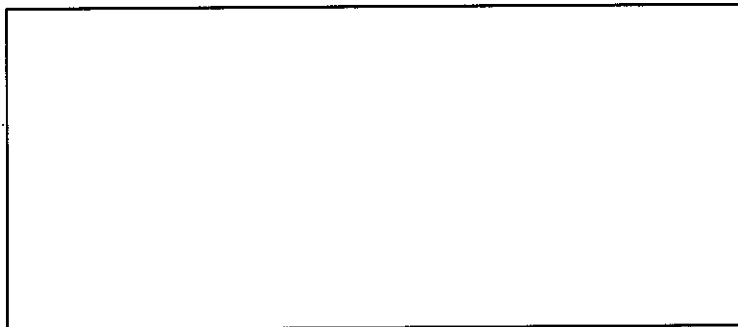
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LABOR RATES-Option 2

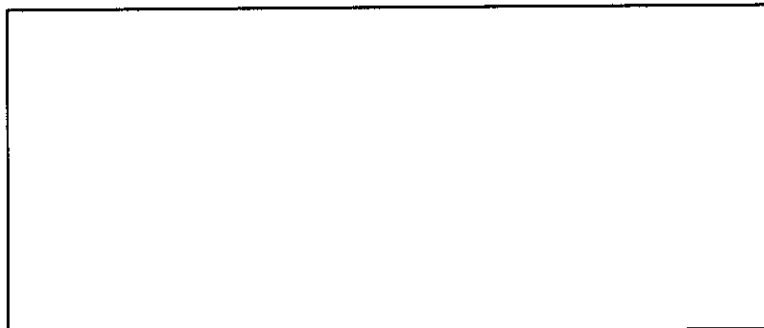
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LABOR RATES-Option 3

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3010
3011



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LABOR RATES-Base Year

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4002
4003
4004
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4007
4008
4009
4010
4011

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B4

4. TRAVEL COSTS

Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with its usual accounting practices consistent with FAR Subpart 31. Travel must be directly related to and required for performance of this contract, and authorized in advance and in writing by the Contracting Officer's Representative (COR). In no event shall costs associated with a contractor employee's commute to and (or) from his/her regular place of performance be reimbursable as a direct cost under this contract.

Travel costs shall not be burdened with any indirect costs unless specifically allowable in accordance with the Contractor's usual accounting practices that are consistent with FAR Subpart 31.2. In no event shall travel costs be burdened with profit/fee.

The Contractor shall include a breakout of all authorized travel expenses as an attachment to its invoices for other direct costs. Administrative support (coordination of travel arrangements, etc.) will be the responsibility of the Contractor.

Should any contractor personnel be requested to perform in any location which has been determined by the Department of State to be hazardous duty area, hazardous duty premium pay will be payable at the same rate as would be given to Department of State direct-hire employees pursuant to Chapter 650 of the Department of State Standardized Regulations (Government civilians, Foreign areas). Each employee will be notified upon arrival at any hazardous duty area of the applicable rates, terms and conditions at the time of performance. Hazardous duty premium pay shall not be burdened with any indirect costs or fee/profit.

Unless specifically authorized by the COR, transportation expenses incurred in local travel between the contractor employee's regular place of performance and other locations shall not be an allowable costs under this contract. For the purposes of this clause, local travel means travel within a 50-mile radius of the contractor employee's regular place of performance. This notwithstanding, local travel does not include daily commuting or associated

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costs.

For travel where use of a personal automobile has been specifically authorized by the COR, reimbursement shall be computed on the basis of actual miles traveled from starting point to destination. Other related miscellaneous expenses, such as tolls and parking fees, incurred in the performance of tasks authorized under this contract, will be reimbursed. Car rentals require advance approval by the COR and will be authorized only when consistent with good business practice. Allowable costs shall not exceed the actual cost of renting a compact automobile (a maximum of one for five contractor personnel), unless extenuating circumstances (e.g. excess baggage) require other arrangements and subsequent COR approval is obtained.

The Government will reimburse the contractor for contractor employee travel time to or from other authorized work locations; except that for labor categories which are exempt from the Fair Labor Standards Act, a reimbursement will be allowed only for travel during the employee's regular working hours. The contractor will not be reimbursed for time spent in stand down or temporary layovers for the convenience of the traveler except as authorized by the Federal Travel Regulations.

The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have current and valid passports. The Contractor shall also be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor shall make no direct labor charges for obtaining/maintaining passports and or/visas.

5. OTHER CONTRACTOR COSTS

The following administrative cost factors shall be applied as delineated, herein: for equipment, vehicle, travel, insurance and freight charges (CIF), and other costs experienced by the Contractor ("Other Direct Cost (ODC)"), the factor shall not exceed 8.59 percent. For Material costs the factor shall not exceed 4.37 percent. The above factors are based upon the Contractor's administrative cost factor for ODCs, as proposed.

6. PRICING TABLES

The pricing tables contain Not-to-Exceed prices for services and fixed prices for supplies necessary to fulfill the Contractor's obligation(s) as delineated in its Performance Plan dated July 8, 2003. The prices contained, therein, shall be used to formulate the Fixed Price of each task order issued.

Each price for labor categories and (or) equipment and material not previously captured on a particular pricing table shall be fully substantiated as to their reasonableness (i.e., justified by three (3) open market competing prices) captured on that table before being used to establish prices for task and (or) delivery orders by the Department of State Administrative Contracting Officer.

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SCHEDULE**SECTION C — DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (05/95)**

(a) The Contractor shall perform this contract in accordance with its technical proposal dated July 8, 2003 and any revisions thereto submitted in response to Solicitation No. S-LMAQM-03-R-0007.

(b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence.

C.2 RESERVED**C.3 PERFORMANCE WORK STATEMENT**

Support for African Contingency Operations Training and Assistance

C.3.1 Purpose of this Performance Work Statement (PWS)

This PWS identifies and defines the requirements needed to enable the Bureau of African Affairs, Office of Regional and Security Affairs (AF/RSA/ACOTA), to execute the African Contingency Operations Training and Assistance (ACOTA) program.

C.3.2 Background

The ACOTA program directly addresses a principle U.S. policy objective in Africa - to increase African capacity to fight terrorism and to prevent, mitigate, and resolve crises, conflict, and regional instability. The ACOTA program contains two primary goals:

- Enable African militaries to develop and improve sustainable capacities to deploy and conduct peace support and humanitarian relief operations in Africa and other areas of the world.
- Improve African militaries' interoperability in order to facilitate sub-regional and regional operations.

ACOTA's significant focus on train-the-trainer methodology, supported by follow-up mentoring and materiel assistance, will enhance the host military's capacity to develop trained units capable of deploying on a timely and effective basis to participate in crisis operations. Multinational exercises will test and retain partner countries' interoperability capacity and peace support operations skills. The program ensures sustainability by training officers and NCOs the partner country intends to assign as trainers for its military. Training is conducted in the partner country and provided at tactical, operational, and strategic levels in field, classroom, and simulated

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C.3.8.3 Ensure that all necessary equipment arrives in sufficient time and is maintained in a proper state of repair to conduct the CPX and CAX in the expected manner.

C.3.8.4 The Government will make all decisions pertaining to disposition of equipment, hardware, and software

C.3.8.5 Notwithstanding any of the above, the contractor is solely responsible for the safety and security of materials and supplies.

C.3.9. Program Administration

The contractor shall implement a Program Administration function. The Program Administration function shall consist of the Program Administrator and staff sufficient to manage day-to-day operations of the contract. The contractor shall assure continuous and appropriate liaison and communication with the Government's ACOTA staff and management. The contractor shall be responsible for the following activities in conjunction with this contract:

C.3.9.1 Personnel. Contractor shall select and train qualified personnel. Personnel shall meet the following requirements:

C.3.9.1.2 Key personnel are required to have a SECRET security clearance.

C.3.9.1.3 Personnel assigned as Classroom and CPX/CAX Instructors, Facilitators, Observers, Controllers, and Analysts will have pertinent expertise to conduct their assigned duties.. The Government reserves the right to disapprove or remove any personnel at the Contracting Officer Representative's (COR) discretion.

C.3.9.1.4 The contractor will ensure there are sufficient numbers of instructors and other training personnel fluent in English, French, or Portuguese depending on the training event's language requirements, as designated by the Government.

C.3.9.1.5 The contractor shall provide qualified on-site translators when required.

C.3.9.1.6 The contractor shall provide to the USG a copy of each key personnel's resume and a description of the position for which the individual is being considered for approval by the COR to work on the contract.

C.3.9.1.7 Instructors and key personnel must be qualified, experienced and able to instruct or mentor high-ranking military and government officials from African countries and regional organizations.

C.3.9.1.8 Resumes will detail the following types of skills:

- Competency in the area of instruction,
- Ability to effectively communicate orally and in writing,
- Experience in working with foreign military staffs,

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command post environments.

C.3.3. Scope of Work

AF/RSA/ACOTA has a requirement for support to ACOTA military peace support training activities, the training to occur largely in the African countries whose militaries are to be trained. Specific partner countries will be determined by the Government. Training events will be individually tailored, will train partner-nation trainers and militaries, will engage and train regional and sub-regional security organizations, and will support existing partner-nation training institutions where possible. There are five categories of tasking (1) Preparation and planning for training and exercise activities, (2) Classroom and/or field instruction, seminars, and workshops, (3) Command Post Exercises with imbedded computer-assisted simulation (CPX/CAX), (4) Acquisition and shipment of required training materials, and (5) Program administration.

C.3.4. Program Objectives

ACOTA's program objectives are:

- Train and equip African militaries to respond to peace support and complex humanitarian emergencies
- Build and enhance sustainable African peace support training capacity
- Build effective command and control
- Provide commonality and interoperability
- Enhance international, regional, and sub-regional peace support capacity in Africa.

C.3.5. Preparation and Planning for Training and Exercise Activities

C.3.5.1 To evaluate host nation training or training support needs and activity requirements, the contractor will attend planning conferences and conduct assessments as required. Contractor personnel must have sufficient authority to make binding and deliverable decisions for their company without higher review. Typically, for major training events, there is an Initial Planning Conference to determine the unique needs and expectations of the host nation. Following the initial conference there may be a Mid-Planning Conference (MPC), Final Planning Conference (FPC), and a Pre-Deployment Site Survey (PDSS). The purpose of the MPC is to ensure that all parties are working in unison to build the planned training event. The purpose of the FPC is to finalize plans and summarize the deliverables required/expected of the contractor and other parties. The purpose of the PDSS is to address specific logistics support requirements needed for the training event.

- The conferences and surveys are usually held in the African host nation, but may be held elsewhere outside CONUS or stateside. The meetings can take up to two weeks, but usually are two to four days long.

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- The contractor representative(s) will, during the conference(s) and in follow-up activities or evaluations, acquire the information needed for the contractor to fulfill its tasks in subsequent stages of the training.
- The contractor representative(s) will suggest recommended modifications to potential training sites inspected during conferences and surveys.
- The contractor will submit an after-meeting memo to the Government confirming contractor's understanding of the tasks and resources required, including relevant issues or questions surfaced in the conference(s) and surveys/assessments.

C.3.5.2 The contractor shall:

C.3.5.2.1 During the planning phase for each training activity, provide a comprehensive project overview that will include anticipated tasks and the estimated man-hours required for completing them.

C.3.5.2.2 Plan classroom and/or field instruction, seminars, and workshops for host nation military trainers, sub-regional political organizations, and commanders, staffs and soldiers at brigade and battalion levels.

C.3.5.2.3 Training events will usually be conducted outside of CONUS, locations to be selected by USG representatives, and must be conducted in the appropriate language.

C.3.5.2.4 Develop instructional materials based on UNDPKO (Training) support materiel and/or U.S. Military Programs of Instruction (POI's) for peace support operations, humanitarian operations, and deployment.

C.3.5.2.5 Develop programs of instruction (POI's) in English and French and/or Portuguese languages as designated.

C.3.5.2.6 Update each training package and incorporate lessons learned at the conclusion of each task or training event and deliver to the USG.

C.3.6. Provide Classroom and/or Field Instruction, Seminars, and Workshops

In addition to the prime function of conducting instruction, seminars, and workshops, the contractor will perform scheduling, coordinating, planning, conducting assessments, assisting the Government in concept development, preparing training scenarios, maintaining information systems and communications equipment as tasked. If licensable goods or ammunition is procured at Government request for field training, it is the sole responsibility of the contractor to obtain appropriate licensing

C.3.7. Provide Command Post Exercises with Imbedded Computer-Assisted Simulation (CPX/CAX)

The contractor will, through the use of a computer simulation, exercise and

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validate the training of the contingent headquarters in order to reinforce its knowledge and understanding of critical elements of peace support operations. The simulations will include staff planning, commander's orders, command and control practices, unit reporting, and real-world situations to challenge the participants. The computer-assisted simulation will be capable of supporting a minimum of 20 teaching workstations and the background workstations necessary for managing the simulation exercise. The simulation must be real-time, capable of processing 200 individual inputs per 8 hour period, and designed to simulate military peace-support operations in multinational situations in a range of levels of hostility. The contractor will assure that the CPX/CAX will operate properly and in a cost-effective manner in the training sites.

C.3.7.1 Develop the CPX/CAX.

The contractor shall:

C.3.7.1.1 Assist in concept development for brigade and battalion level command post exercises that teach concepts of planning for and the deployment of forces in peace support situations.

C.3.7.1.2 Using a computer-based simulation program, write and develop CPX/CAX scenarios that will include peace support and humanitarian relief operations.

C.3.7.1.3 Research participating country data, determine exercise parameters, identify scenarios, and input into CAX module.

C.3.7.1.4 Submit draft simulation scenarios and country-specific variables to USG representative for approval at least six weeks prior to each CPX/CAX training event, with the final version prepared no later than two weeks prior to each CPX/CAX event.

C.3.7.1.5 Assure capability for simultaneous distributed parallel gaming in multiple (estimated two to three) African countries when required.

C.3.7.1.6 Integrate non-governmental organizations, international organizations, and private-voluntary organizations into CPX/CAX scenarios and gaming.

C.3.7.1.7 Assist the partner country in determining unit organization and equipment to include in the CAX scenario and meet with the African unit commanders to determine specific CPX/CAX training objectives.

C.3.7.1.8 Create the CPX/CAX scenario and accompanying operational directives. This will include producing an event list used to manage and drive the exercise, a simulation control plan that details CPX/CAX configuration and contractor training assignments, and a collection plan of host nation strengths and weaknesses observed during the exercise to support the after-action review (AAR).

C.3.7.1.9 Acquire, develop, and refine simulated digital terrain, as directed, and build and maintain the requisite database.

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- Foreign language capabilities.

C.3.10 Cost, Schedule, and Reporting. The contractor shall implement cost, schedule and reporting procedures. As a minimum, the contractor shall track the following on each task order. The contractor shall provide this information monthly to the COR:

- Initial planned or estimated cost,
- Actual costs expended (labor by category, hours, and rate),
- Estimate to complete,
- Planned vs. Actual schedule.

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C.3.7.1.10 Establish methods of measuring the effectiveness of each training event, to be included in the written AAR. Submit proposed measures to the government for review and approval at least six weeks prior to each training event.

C.3.7.1.11 Provide skilled personnel with appropriate foreign language capabilities to conduct training.

C.3.7.1.12 Mentor, guide, and instruct CPX/CAX participants.

C.3.7.1.13 Respond to periodic special requests by the Director, AF/RSA, or his designated representative for on-site assistance and support during training activities.

C.3.7.2 Conduct the CPX/CAX.

The Contractor shall:

C.3.7.2.1 Conduct equipment configuration tests and make modifications as necessary to ensure scenario viability and proper simulation of the participating military units.

C.3.7.2.2 Deploy personnel in a cost-effective manner that minimizes costs and minimizes time deployed. Contractor will ensure sufficient qualified personnel are on-site for all aspects of CPX/CAX events.

C.3.7.2.3 Conduct a pre-exercise familiarization session for U.S. military trainers, as needed, to demonstrate the simulation system and jointly review the planned exercise events.

C.3.7.2.4 Conduct a CPX/CAX that typically covers a total of two weeks of 8 to 12-hour days, with the CPX conducted during Week One and the CPX with embedded CAX occurring in Week Two.

C.3.7.2.5 Provide supporting documentation that will facilitate an effective AAR discussion at the conclusion of the CAX. Assist the host nation's senior participant to conduct an After Action Review (AAR).

C.3.7.2.6 Submit a written AAR, within two weeks of event completion, to the USG representative, describing and reviewing the actual outcomes of the exercise.

C.3.7.2.7 Update and deliver to the USG each training package and incorporate lessons learned at the conclusion of each task or training event.

C.3.8 Acquisition, Shipment, and Disposition

C.3.8.1 Purchase, inventory, and deliver designated materials, to include all maps, training supplies, computers, and software in support of training events to the training site, as designed by a USG representative.

C.3.8.2 Transport all required hardware and software to support the CPX/CAX; no Government-furnished equipment (GFE) is provided for the CAX.

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SECTION D — PACKAGING AND MARKING

PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

PACKING LIST(S) (05/95)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;
- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

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SECTION E — INSPECTION AND ACCEPTANCE

1. CLAUSES INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
52.246-3	INSPECTION OF SUPPLIES--COST REIMBURSEMENT (MAY 2001)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES--COST REIMBURSEMENT (APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

2. INSPECTION AND ACCEPTANCE - SERVICES (05/95)

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

3. Government Surveillance Plan

(a) The Government Surveillance Plan will be based upon the Contractor's Performance Plan and will be used to evaluate the Contractor's efforts. More specifically, it will document the Government's process for ensuring that the Contractor's activities (i.e., technical and quality control) delineated within the Contractor's Performance Plan are performed in accordance with Contractor's Performance Plan. In addition to assessing the Contractor's performance under the current task order(s), the Government will use the results of its surveillance of current task order(s) in the issuance of future task order(s).

(b) The Government Surveillance Plan will be unilaterally produced and maintained by the Government and incorporated into the resulting contract. It will become effective upon receipt.

4. Inspection System - Subcontract

Per FAR 46.105, the Prime Contractor shall hold all subcontractors to the same standards of performance as required from the Contractor in fulfilling the objectives delineated within the Performance Work Statement applicable to this contract

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SECTION F — DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

1. PERIOD OF PERFORMANCE (05/95)

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect one year plus up to four option years.

2. PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract shall be:

Africa

3. Performance Plan

The Contractor shall maintain a Performance Plan based upon the Objectives, Operational Standards, and Operational Results as delineated within the applicable Performance Work Statement, as modified. The Performance Plan will only be modified through mutual agreement between the Contracting Officer and Contractor's representative. The Government will order the activities (i.e., operational and (or) functional, as well as quality control) comprising the Contractor's approach as delineated within the Performance Plan. The Contractor is obligated to fulfill each order (i.e., perform activities and (or) deliver products) in a manner consistent with the Contractor's Performance Plan. Up to the limits set forth in FAR 52.216-19, Order Limitations, incorporated herein in full text.

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SECTION G — CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer: TBD

Contract Administrator: TBD
Telephone Number:
Facsimile Number:

First Class Mailing: U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
Room 500
1701 N. Ft. Myer Drive
Arlington, Virginia 22209
(Visitor's entrance via 17th Street)

Contracting Officer's Representative (COR): To Be Specified by separate letter:

2. DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm-fixed-price stated in Section B of this contract.

(b) RESERVED

(c) Invoice Submission. Invoices shall be submitted in an original and three copies to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449, except that invoices for services shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "PROMPT PAYMENT."

(d) Contractor Remittance Address. Payment shall be made to the Contractor's

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address as specified on the cover page of this contract, unless a separate remittance address is specified below:

3. ORDERING PROCEDURES (11/96) (DEVIATION)

(a) Each Contractor shall be provided a fair opportunity to compete for each task order issued under the program, subject to the potential impact on other orders placed with the contractor and any minimum order requirements.

(b) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer ("CO")
Department of State Contracting Officer Representative ("COR")

(c) Each task and (or) delivery order solicitation shall include, at a minimum:

- (1) Date of Order;
- (2) Contract Number and Order Number;
- (3) A description of work to be performed;
- (4) Reporting, briefings, and (or) other deliverable requirements;
- (5) The estimated period of performance, or required delivery or completion date;
- (6) Place of delivery or performance;
- (7) Security clearance level(s) applicable to the order, and
- (8) Date for an Oral Presentation (if desired by the Government) describing the performance-based approach applicable to the Government's particular objectives.

(d) In response to the Government's solicitation, the Contractor shall prepare the written or oral presentation to cover, at a minimum:

- (1) Name of Key Personnel assigned to fulfill the task,
- (2) Discussion of the Contractor's performance-based approach. The approach shall always be reflective, consistent, and within the scope of the approach(es), including quality control activities, presented in the most current version of the Contractor's Performance Plan. In addition, the Contractor's presentation of its approach for fulfilling the Government's particular objective(s) shall provide its rationale at a level of detail that clearly explains staffing categories/levels and (or) supplies in terms of team organizations and structure, assignments, and qualifications commensurate with the order's price estimate,
- (3) Planned use of subcontractor(s), including a description of how they will be used and managed,

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- (4) Estimated period-of-performance/delivery date(s), specifying start and end date,
- (5) The basis of the associated Firm-Fixed-Price estimate to include: Direct Labor Categories and Rates from the applicable Contract Schedule Pricing Tables (i.e., Section B),
- (6) Equipment names/identifiers, and prices from Contract Schedule Pricing Tables (i.e., Section B),
- (7) Travel, and Other Direct Costs, including costs for subcontractors and any special insurance.

(e) The Contractor's representative that will be managing the effort(s) associated with the particular task order shall present the Contractor's approach. In the case of written orders, documentation of the presentation shall consist of annotated briefing charts, in sufficient detail to fully describe the Contractor's approach for fulfilling the Government's Objective(s).

(f) Government participation at the presentation may include the Program Manager, Contracting Officer, COR, Department of State and other government personnel, as well as advisors, as required, for the task at hand, as the Government determines to be appropriate.

(g) The presentation shall provide for a dialog between the Government and Contractor representative(s) to ensure that the Contractor's approach demonstrates a thorough understanding of the requirement, constraints, risks, plans to mitigate risk, cost/price and other salient factors.

(h) The Contractor's task order approach will be evaluated in terms of the Contractor's understanding of the objective(s), the reasonableness and realism of the approach, as well as the cost and (or) price for the approach. In addition, the Government will take the Contractor's past performance on earlier orders under the contract, including quality, timeliness and cost control into consideration when making its decision for issuance of any task order.

(i) If negotiations are not required, the Ordering Official will incorporate the Contractor's approach into the final version of the Task and (or) Delivery Order and issue such to the Contractor. If negotiations are required, the Contractor shall undertake the above, but also include any applicable results of negotiation in its written approach. The revised approach will be incorporated into the Order.

(j) Upon the receipt of the executed Task and (or) Delivery Order, the Contractor's effort shall commence. The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order price and other direct costs determined allowable, allocable, and reasonable to the particular task order

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United States Department of State

Washington, D.C. 20520

www.state.gov

MEMORANDUM

TO: William G. Beck, Policy Coordinator, AF/ACOTA

FROM: Edward G. Muller, Contracting Officer, A/LM/AQM/IP 

SUBJECT: Delegation of COR Authority under Contract No. SLMAQM03D0052

Pursuant to the authority granted to me as a Contracting Officer under the Federal Acquisition Regulation (FAR), you are hereby designated the Contracting Officer's Representative with respect to technical matters within the scope of Contract No. SLMAQM03D0052 with Northrop Grumman Technical Services Inc.

Please note that this delegation does not include the right to:

- (1) Modify or alter the contract or any of its terms and conditions;
- (2) Waive the Government's rights with regard to the contractor's compliance with the specifications, price, delivery, or any other terms or conditions;
- (3) Approve any actions which would result in additional charges to the Government; or
- (4) Direct the contractor to enter into a subcontract with a specific subcontractor. (See FAR 44.101 for the applicable definition of "subcontract" and "subcontractor.")

Only the Contracting Officer may take such actions, in writing.

This delegation authorizes you to perform the tasks listed below to the extent required by the terms of the contract:

1. Coordinate with the contractor on all technical matters that may arise in the administration of this contract.
2. Give procedural clarification as to the meaning of the specifications including inspection, testing and acceptance procedures.
3. Monitor and inspect the contractor's progress and performance to assure compliance with the contract terms and conditions.
4. Receive deliverables (supplies, services, and/or reports) on behalf of the Government.

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5. Verify satisfactory delivery of contract items and prepare receiving reports and/or approve invoices for payment.
6. If progress payments are approved under this contract, verify efficient and satisfactory performance of work by the contractor and authorize progress payments.
7. If this contract contains a warranty or maintenance clause, notify the Contracting Officer and contractor of any deficiencies in workmanship or materials immediately and monitor response and repair times as stipulated in the contract.
8. If performance of this contract might require (or be enhanced by) entering into a subcontract other than one to which the Contracting Officer has already consented, and if you are aware of suitable potential subcontractors, you may tell the contractor, but you must also promptly inform the Contracting Officer.

In exercise of this authority as Contracting Officer's Representative, you are responsible for:

1. Performing the specific duties assigned herein.
 - a. With regard to monitoring and inspecting the contractor's progress and performance, you must promptly notify the Contracting Officer in writing of any noncompliance or deviation in performance or failure to make progress.
 - b. With regard to preparing receiving reports and/or approving invoices for payment, you must execute these documents promptly and transmit them to the designated payment office within five calendar days. Delays in processing receiving reports and/or invoices may cause late payment by the Government and the incurrence of interest charges.
2. Maintaining constant cognizance with respect to technical compliance with contract terms on the part of the contractor.
3. Knowing and understanding the terms and provisions of the contract.
4. Knowing the scope and limitations of your authority.
5. Using good judgment, skill and reasonable care in the exercise of your authority.
6. Protecting privileged and sensitive procurement information.
7. If appropriate, periodically visiting the contractor's plant to check on the following aspects and informing the Contracting Officer of your findings through submission of a trip report prepared in accordance with your office's internal procedures:

Actual performance versus scheduled performance.

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Action needed, if any, to restore the contract schedule.

8. If applicable, implementing the Government Furnished Property (GFP) provisions of the contract. COR responsibilities with regard to GFP include:
 - a. Preparing itemized lists of GFP showing serial numbers, if any, and approximate value of each item;
 - b. Providing the Contracting Officer with the GFP list and contractor receipts for GFP;
 - c. Ensuring that delivery of the GFP to the contractor is made in accordance with the contract; and.
 - d. Inspecting each unit of GFP upon its return from the contractor and notifying the Contracting Officer of such return and/or any deficiencies.
9. Performing all acceptance tests required by the contract in accordance with the time limitation stated therein. The results of the acceptance tests must be forwarded to the Contracting Officer.
10. Upon completion of the contract, preparing a statement of satisfactory performance or a statement of any deviations, shortages or deficiencies. In addition to this written statement, you must submit a completed form DS-1771, Contractor Evaluation Statement, to the Contracting Officer.

If you believe the delivered supplies or services should be rejected, immediately notify the Contracting Officer. Follow up in writing with a brief memorandum documenting the reasons for the rejection.

If questions arise which are not clearly answered in the contract (including the specifications) or if disputes with the contractor occur, prepare a written report to the Contracting Officer setting forth the problem(s) encountered.

This delegation of authority is limited to the referenced contract and is not subject to redelegation by you. The delegation may be terminated at any time by written notice from the Contracting Officer if you are transferred from your present position or are prevented from continuing as COR for the referenced contract.

Receipt Acknowledged:

 1 Feb 2006

Name WILLIAM G. (CHIP) BECK

Date

cc: Contractor

Finance/payment office

Contract File

SCHEDULE**SECTION H — SPECIAL CONTRACT REQUIREMENTS****TABLE OF CONTENTS**

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1. KEY PERSONNEL (02/96)

(a) The Contractor shall assign to this contract the following key personnel:

LABOR CATEGORYNAME

--

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

2. NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services

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performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

3. ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL (02/96)

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

4. SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

5. SECURITY REQUIREMENTS (09/99)

(a) A facility security clearance at the Secret level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.

(b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of

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employment under this contract, or until access requirements change..

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification and FAR 52.204-2 "SECURITY REQUIREMENTS."

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

6. SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace.

(b) *Definitions.* "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) *Applicability.* The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) *Policy.* It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

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SECTION I — CONTRACT CLAUSES

SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (DEC 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-9 ALT II	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)-- ALTERNATE II (JAN 1999)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

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52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-3 ALT I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
52.223-6	DRUG-FREE WORKPLACE (MAR 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-5	TRADE AGREEMENTS (NOV 2002)
52.225-8	DUTY-FREE ENTRY (FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000).
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-14	RIGHTS IN DATA--GENERAL (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
52.230-2	COST ACCOUNTING STANDARDS (APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)

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52.232-16 PROGRESS PAYMENTS (DEC 2002)
52.232-17 INTEREST (JUN 1996)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (FEB 2002)
52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)
52.233-1 DISPUTES (JUL 2002)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-1 CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.246-23 LIMITATION OF LIABILITY (FEB 1997)
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
52.248-1 VALUE ENGINEERING (FEB 2000)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SEP 1996)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES:

652.216-70 ORDERING--INDEFINITE-DELIVERY CONTRACT (DEC 1994)
652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS
AMENDED (AUG 1999)
652.228-71 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES
(AUG 1999)
652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70 NOTICES (AUG 1999)

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SUBSECTION I-2 CLAUSES INCORPORATED IN FULL TEXT**1. FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

2. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1,000,000.00;

(2) Any order for a combination of items in excess of 5,000,000.00;

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the

Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period specified in the task order.

4. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration date of the contract.

5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (ACQ VARIATION) (11/99)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
Option period one	Anytime within 90 days of contract expiration
Option period two	Anytime within 90 days of contract expiration
Option period three	Anytime within 90 days of contract expiration
Option period four	Anytime within 90 days of contract expiration

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 5 years.

6. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

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(i) Offers from HUBZone small business concerns that have waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluation price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be

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spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

7. FAR 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net);

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.*

(1) The Contracting Officer will evaluate offers by adding a factor of ten (10) percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for

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employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

8. FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Business Certification and Eligibility.

(b) *Reporting requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

9. FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

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10. FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: U.S. Department of State
Payments Division
Interface Control Branch
Mailing Address: Washington, DC 20522-1506

Telephone Numbers: Voice 703/875-6471
Fax 703/875-6686

Person to Contact: Mr. Chauncey Lynch, Division Chief

Electronic Address: VendorClaims@state.gov

[NOTE: Vendor shall submit EFT information using the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." Effective October 1, 1999, the vendor's Taxpayer Identification Number must be included on all invoices and vouchers.]

11. FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as

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a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner an sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

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(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) **Equitable adjustments.** (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

12. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) **Definitions.** As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract

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(except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793),

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

13. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
 DOSAR: www.statebuy.gov/home.htm

14. DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."